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**Filed** : **December 10, 2000**

## **REMARKS**

Reconsideration and allowance of the above-referenced application are respectfully requested.

Claims 21-23 and 25-36 stand rejected under 35 USC 102(e) as allegedly being anticipated by Rothman et al. (US 2002/0072984).

Initially, applicant notes that while the rejection titles only claims 21-23 and 25-36 as being rejected, the body of the rejection also rejects the newly presented claims 37-38.

These contentions are respectfully traversed.

Applicant again notes that Rothman is not itself prior art. The contents of the provisional 60/208521 which led to Rothman is prior art. Accordingly, according to MPEP 901.04, Rothman is only effective as prior art date "for subject matter that is disclosed in the provisional application". Hence, all references to Rothman given herein actually refer to the provisional 60/208521.

Claim 21 defines determining amounts of inventory that is maintained at different fulfillment locations, determining refunds, and using the refund to increase an indication of a number of items stored at said retailer in said inventory management system. Claim 21 further defines "maintains information which, for

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plural different items in said inventory management system, indicates whether said items are from returns”.

Rothman does not show “maintains information which, for plural different items in said inventory management system, indicates whether said items are from returns”. The patent office correctly points out that paragraph 66 of Rothman describes the data that Rothman stores about the transactions. This describes the transaction database 60, which, Rothman describes as

*“includes a customer identifier field 61 for storing an identifier corresponding to a user ordering a product, a transaction identifier field 62 for storing a transaction identifier assigned to a product order from a user, a date/time field 63 for storing the date and time the product was ordered, a product identification field 64 for storing an identification of a product ordered by the user, a mode of delivery field 65 indicating whether the product is purchased for online or offline delivery, an inscription field 66 for storing an indication of whether product inscription was ordered for the product, a message field 67 for storing a message selected by a customer to be inscribed on the product, a credit field 67 a for storing an indication of whether the transaction is an online credit transaction completed through the seller's web site,*

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*a distributor field 68 for storing an indication of the local distributor responsible for the sale which is preferably determined from the geographic location of the user, and*  
*an insurance field 69 indicating whether insurance was purchased for the product. Further fields may be provided in the transaction database 60 for storing a price of the product ordered and the like.”*

These are the only fields that Rothman describes. None of these fields describe whether the item was from a return. The prior art does not, therefore, indicate whether the item in inventory was from a return.

This claimed feature adds a new nuance to the inventory determination – it allows determination of which items that are in inventory were previously returned. This can be important, since some of the returned items might be damaged or otherwise undesirable for resale.

This additional determination – of whether the items in inventory were previously returned, is not shown by Rothman.

Moreover, while Rothman describes returns, Rothman does not say or recognize anything about changing the status of the inventory management system based on the return. Presumably, when a return is made in Rothman, that return simply gets kept by the retailer, so that the retailer can resell the product. Rothman says nothing about updating the inventory management system.

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Rothman might not have even recognized that there would be any need to update the inventory system. In any case, Rothman does not teach doing this.

Hence, the returned product in Rothman would presumably only be sellable by the one retailer who has it -- not by others, as would be the case as in claim 21 where the inventory management was updated to indicate the returned product at the retailer.

In any case, nothing in Rothman says anything about "using said refund of said item to increase an indication of a number of items stored at said retailer in said inventory management system", as claimed. The rejection states that this is shown in Rothman's paragraph 47, which shows that the local distributor may retain the refunded product for resale. Presumably when the local distributor retains the product for resale, it would somehow be returned to their inventory. However, nothing in Rothman describes using that refund to increase an indication of the number of items stored at the retailer. In fact, it is presumable, and in fact quite plausible, that Rothman contemplated that the item be simply returned to the retailer, and that the inventory would be updated manually at some other time. In any case, nothing in Rothman discusses or makes obvious "using said refund... To increase an indication of the number of items stored". This automatic

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determination is not shown by the cited prior art, and hence should be allowable thereover.

Moreover, this is not obvious from general knowledge in the prior art – since it is not ‘general knowledge’ to allow a return to a different location than the location from which the item was obtained.

Claim 26 defines sending a unique identification code, which is unique to the order, to the customer and also sending information indicating that the consumer will pick up the order. The rejection states that this is shown by paragraph 66 of Rothman. However, paragraph 66 of Rothman says nothing about a unique code indicative of the order. The transaction database defines a customer identifier field 61 but this is a field corresponding to a user and is not unique to the order. The transaction identifier field 62 says that it is assigned to a product order from a user, but does not indicate that it is unique. Moreover, the transaction database stores the product orders on a central server.

Note that even though these are stored on the central server, paragraph 75 says nothing about sending this information to the retailer. Note that claim 26 requires” using the programming on the computer for providing said unique identifying number to said retailer”.

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Rothman describes a way in which items may be purchased and picked up in paragraph 75. According to this, the user may select the local distributor.

*“The user may then authorize payment through the web site and elect to pick up the product at the distributor, in which case the distributor may receive 100% of the profits upon completion of the sale to the customer(step 110). Payment may be authorized in conjunction with the completion of a credit application as described in further detail below. In the alternative, the user may elect to provide payment information to the local distributor at the time she picks up the product. The purchase information received above is then stored in the transaction database 60 and the identified local distributor may be notified of the impending sale.”*

While this says that the distributor may be notified of the impending sale, it says nothing about sending a unique identifier to the distributor.

Claim 26, in contrast, defines that the management system notifies the retailer that the consumer will pick up the item and provides the retailer with a copy of the request and the unique identifying number. This allows users to place orders over the Internet for example, and get a unique identifying number that they can use to pick up the order. As explained page 14, lines 8-10 this can be used "to verify that the correct consumer is receiving the product when the consumer personally picks up the product". This is not shown by the cited prior art as evidenced above, and should be additionally allowable.

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Claim 29 defines analyzing the information to determine product trends on the local level associated with order fulfillment locations. Rothman describes tracking sales for commission, but says nothing about determining product trends based on geographic territory. In fact, determining the product trends based on geographic territories produces the special advantage that there may be a run on certain products in certain areas, allowing the sellers to restock the certain areas based on the product trends. Rothman's compensation detection suggests nothing about determining product trends. Rothman's paragraphs 45-46 described monitoring compensation and inventory but say nothing about monitoring product trends on the local level as claimed in claim 29.

Claim 30 should be allowable for analogous reasons.

Claim 31 defines creating a unique identification code which is unique to the order and sending back to the order fulfillment location. As described above, there is no disclosure that this has been done in Rothman.

Claim 33 should be allowable for reasons discussed above, as nothing in the cited prior art discloses using the refund to increase an indication of a number of items stored.

Claim 34 defines “, refunding the payment received as part of said payment information, and using said refunding to increase an indication of a number of

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items stored at said retailer in said inventory management system, and where said inventory management system maintains information which, for plural different items in said inventory management system, indicates whether said items are from returns”. Rothman does not show this, and should be allowable for reasons discussed above.

Claim 35 defines that “order fulfillment locations have different names than a name associated with said server which receives said order, and wherein said order fulfillment location receives said name associated with said server”. Claim 36 defines “system that receives information indicative of packaging the at the order fulfillment location using said name associated with said server”. This is not shown by the cited prior art.

Claims 37 and 38 should be allowable for reasons discussed above; specifically because data about commissions to the salesman says nothing about determining product trends and providing data that reminds the retailers to stock certain products. In fact, nothing in Rothman shows “providing data which reminds said retailers to stock certain products which are in demand in a certain area”.



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Claim 24 stands rejected under 35 USC 103(a) as allegedly being unpatentable over Rothman in view of Borders et al. (US 2007/0174144).

This claim should be allowable by virtue of its dependency.

Claim 24 defines that the determined location is one which is “within a specified mailing time to said consumer”.

The patent office agrees that Rothman “fails to explicitly disclose wherein said determining comprises determining an order fulfillment location to send said product which is within a specified mailing time to said consumer.”.

Borders is cited to show a specified mailing time, based on the disclosure in paragraph 41 that customers can schedule a specific time and date for delivery of a product. However, this does not make obvious the cited feature of “determining an order fulfillment location to send said product which is within a specified mailing time to said consumer”. This simply allows customers to said scheduler specific time and date. For example, if a user selects 5 days, this requests the product to arrive in 5 days – this does not specify whether the fulfillment location is 2 days away from the user, or 5 days away from the user. Only with the benefit of hindsight can this rejection be made, since Borders does not teach this.

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Hence, Borders teaches nothing about the subject matter of claim 24, which determines an order fulfillment location (from among "the plurality of different order fulfillment locations") which is within a specified mailing time. While customers in Borders can schedule a specific date and time for delivery, there is no limit on the mailing time, and no disclosure that the determining of an order fulfillment location is selected to be one that is within a specified mailing time.

Therefore, claim 24 should be additionally allowable.

Therefore, these claims should be additionally allowable.

For all of these reasons, it is respectfully suggested that all of the claims should be in condition for allowance. A formal notice of allowance is hence respectfully requested.

If the Examiner believes that communications such as a telephone interview or email would facilitate disposal of this case, the undersigned respectfully encourages the Examiner to contact the undersigned.

Recognizing that Internet communications are not secure, I hereby authorize the USPTO to communicate with me concerning any subject matter of this application by electronic mail (using the email address [harris@schiplaw.com](mailto:harris@schiplaw.com)). I understand that a copy of these communications will be made of record in the application file.

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Please charge any fees due in connection with this response, (other than those concurrently paid via EFS), to Deposit Account No. 50-4376, small entity.

Respectfully submitted,

Date: 7/27/2011

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